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Convention to Combat Desertification

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Securing of additional investments and the relations with financial mechanisms
Memorandum of Understanding between the United Nations Convention to Combat Desertification and the Global Environment Facility

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Draft decision submitted by the Chair of the Committee of the Whole

The Conference of the Parties,

Recalling decision 6/COP.7, whereby it adopted the current Memorandum of Understanding between the United Nations Convention to Combat Desertification (UNCCD) and the Global Environment Facility,

Also recalling decision 11/COP.12, whereby Parties invited the secretariat of the UNCCD to continue working with the secretariat of the Global Environment Facility to revise the Memorandum of Understanding in light of the text of the Convention as well as decisions from the twelfth session of the Conference of the Parties, in particular 9/COP.12, paragraph 4, 8/COP.12, and 3/COP.12,

Taking note of the letter to the Executive Secretary of the UNCCD, dated 29 June 2017, from the Chief Executive Officer and Chairperson of the Global Environment Facility, submitting the draft amended Memorandum of Understanding between the Conference of the Parties to the UNCCD in those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa and the Council of the Global Environment Facility on Enhanced Collaboration, and further to consultations between the two secretariats,

Also taking note of document ICCD/(COP)13/18,

Having considered the aforementioned draft Memorandum of Understanding which is annexed hereto,

1. *Adopts* the attached new Memorandum of Understanding;

2. *Requests* the secretariat of the UNCCD and invites the secretariat of the Global Environment Facility to make appropriate arrangements to sign the Memorandum of Understanding on behalf of the Global Environment Facility Council and the Conference of the Parties;

3. *Requests* the secretariat of the UNCCD and invites the secretariat of the Global Environment Facility to implement the attached Memorandum of Understanding.

Annex

Memorandum of Understanding between the Conference of the Parties to the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa and the Council of the Global Environment Facility on Enhanced Collaboration

Introduction

The Conference of the Parties to the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, particularly in Africa (hereinafter the UNCCD), represented by its Executive Secretary and the Global Environment Facility (hereinafter the GEF) Council represented by its Chief Executive Officer/Chairperson,

Whereas, a Memorandum of Understanding (MOU), dated 28 October 2005, was concluded between the GEF and the UNCCD;

Whereas, pursuant to article 21 of the UNCCD which provides that "the Conference of the Parties shall promote the availability of financial mechanisms and shall encourage such mechanisms to seek to maximize the availability of funding for affected developing country Parties, particularly those in Africa, to implement the Convention";

Whereas, the decision of the Fourth GEF Assembly (Punta del Este, Uruguay, May 25-26, 2010) amended the GEF Instrument so that GEF shall be available to serve as a financial mechanism of the UNCCD;

Whereas, the decision of the Second GEF Assembly (Beijing, China, October 16-18, 2002) to amend the Instrument for the Establishment of the Restructured GEF to include land degradation, primarily desertification and deforestation, as one of the six focal areas of the GEF, and to include as a function of the GEF Secretariat, coordination, on behalf of the Council, with the Secretariat of the UNCCD;

Whereas, decision 6/COP.6 of the UNCCD accepted the GEF as a financial mechanism of the UNCCD pursuant to article 20, paragraph 2 (b) and article 21 of the Convention and requested the UNCCD Secretariat as part of its functions, to coordinate, on behalf of the UNCCD COP, with the GEF;

Whereas, decisions 6/COP.7, 6/COP.8, 10/COP.9, 11/COP.10, and 11/COP.11 of the UNCCD provided for collaboration between the GEF Secretariat and the UNCCD Secretariat;

Whereas, the 36th Session of the GEF Council Meeting (Washington, D.C., November 10, 2009) adopted a decision regarding the funding of enabling activities in addition to the System for a Transparent Allocation of Resources;

Recalling decision 6/COP.10 on the Governance and institutional arrangements of the Global Mechanism, which decided that the accountability and the legal representation of

the Global Mechanism shall be transferred from the International Fund for Agricultural Development to the UNCCD secretariat;

Recalling decision 3/COP.8 of the UNCCD on the Ten Year Strategy, which invited the GEF to take the Strategy into account while planning and programming for the next replenishment period, to facilitate the effective implementation of the Convention;

Recalling the Instrument for the Establishment of the Restructured Global Environment Facility, as amended by the Second, Third, Fourth and Fifth GEF Assemblies;

Whereas, the MOU between the GEF and the UNCCD, dated 28 October 2005, needs to be amended in accordance with decision 11/COP.10 and decision 11/COP.11 of the UNCCD;

Whereas, decision 11/COP.12 invites the UNCCD secretariat to continue working with the secretariat of the GEF to revise the MOU in light of the text of the Convention, including its objective, as well as decisions from COP 12, in particular 9/COP.12, paragraph 4, 8/COP.12, and 3/COP.12.

Have agreed as follows:

Definitions

1. For the purpose of this MOU:

(a) "Assembly" means the Assembly of the GEF as defined in the paragraph 13 of the Instrument for the Establishment of the Restructured Global Environment Facility;

(b) "Conference of the Parties" means the Conference of the Parties to the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa defined in article 22 of the Convention;

(c) "Convention" means the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa;

(d) "GEF Council" means the Council of the GEF as defined in paragraphs 15 to 20 of the Instrument for the Establishment of the Restructured Global Environment Facility;

(e) "Focal areas of the GEF" means the focal areas provided in paragraph 2 of the Instrument for the Establishment of the Restructured Global Environment Facility;

(f) "GEF" means the Global Environment Facility established pursuant to the Instrument for the Establishment of the Restructured Global Environment Facility;

(g) "GEF Instrument" means the Instrument for the Establishment of the Restructured Global Environment Facility as amended;

(h) "Implementing and Executing Agencies" means the Implementing Agencies as defined in paragraph 22 of the GEF Instrument and Implementing and Executing Agencies benefiting from expanded opportunities pursuant to the decisions of the Council;

(i) "MOU" means this Amended Memorandum of Understanding; and

(j) "Party" means Party to the United Nations Convention to Combat Desertification.

Coherence between the UNCCD and the GEF

2. The coherence between the objectives of the GEF Land Degradation Focal Area and the objectives of the Convention and its Strategies are recognized as a basis for mutually

beneficial collaboration. The GEF Secretariat and the UNCCD Secretariat will collaborate on substantive matters that the GEF Council and the UNCCD COP decide to pursue in order to strengthen this coherence and enhance collaboration between the GEF and the UNCCD.

3. All terms of this MOU will be interpreted in accordance with (i) GEF Policies and Procedures; and (ii) UNCCD COP Decisions.

Strategies, programmes and projects concerning desertification, land degradation and drought

4. In formulating strategies, programmes and projects, the GEF will take into account the relevant decisions of the UNCCD COP.

Reporting

5. The GEF will prepare a report to be submitted to each regular session of the UNCCD COP, through the UNCCD Secretariat, on the financing of programmes and projects concerning desertification, land degradation and drought.

6. This report will include inter alia:

(a) A synthesis of programmes and projects approved by the GEF Council during the reporting period concerning desertification, land degradation and drought with an indication of the GEF financing and co-financing allocated to such projects;

(b) A listing of programmes and projects approved by the Council concerning desertification, land degradation and drought with an indication of the cumulative financial resources allocated in the GEF to such programmes and projects;

(c) Information on the GEF's experience in integrating activities to promote sustainable land management practices and to achieve land degradation neutrality through the Land Degradation focal area and other focal areas and synergies among the focal areas;

(d) Information on GEF replenishment agreements and the funding programmed under the Land Degradation Focal Area;

(e) Information on GEF monitoring and evaluation activities, including lessons learned, related to projects concerning desertification, land degradation and drought;

(f) Information on financing provided to eligible Parties for enabling activities for the land degradation focal area; and

(g) Implementation of UNCCD COP decisions related to the collaboration with the GEF.

7. The UNCCD will prepare a report for information to be submitted to the GEF Council through the GEF Secretariat after each regular session of the Conference of the Parties, on the decisions taken by the Parties of relevance to the GEF. The report will contain information on discussions within the Conference of the Parties on GEF activities for financing of activities concerning land degradation.

Cooperation between secretariats

8. The GEF Secretariat and the UNCCD Secretariat will communicate and cooperate with each other and consult on a regular basis on desertification, land degradation and drought issues as they relate to decisions of the GEF Council and the UNCCD COP.

9. The GEF Secretariat and the UNCCD Secretariat will reciprocally consult with each other on (i) proposed strategies, programmes and projects on land degradation; and (ii) draft texts of documents relevant to the GEF and the UNCCD prior to issuing the texts of such documents for consideration by the GEF Council or the UNCCD COP.

Reciprocal representation

10. The UNCCD secretariat will invite the GEF Secretariat to attend meetings of the Conference of the Parties and the GEF secretariat will invite the UNCCD secretariat to attend meetings of the GEF Council and Assembly.

Monitoring and Evaluation

11. The GEF will provide the Conference of the Parties with the reports of the GEF Independent Evaluation Office relevant to GEF activities in the area of land degradation.

Dispute Resolution

12. If differences arise in the interpretation of the present MOU, the Executive Secretary of the UNCCD and the CEO/Chairman of the GEF will jointly inform the Conference of the Parties and the Council and will invite them to advise on a mutually acceptable solution.

Amendments

13. Amendments to this MOU will be approved by the Conference of the Parties and the Council. Proposed amendments will be submitted jointly, for consideration and approval by the Conference of the Parties and the Council, by the Executive Secretary of the UNCCD and the CEO/Chairman of the GEF.

Termination

14. Either the Conference of the Parties and the Council may terminate this MOU at any time upon written notification to the other. The termination will take effect six months after notification and will not affect the validity or duration of activities initiated before such termination.

15. Notwithstanding Paragraph 14, if there are outstanding activities under this MOU, including GEF Projects under which a GEF Implementing and Executing Agencies entered into commitments with third parties, at the time of termination of this MOU, the terms of this MOU will continue to apply to any such outstanding activities until such activities have been fully completed.

Effectiveness

16. This MOU will come into effect on the date aforementioned on the first page of this MOU, and will replace the MOU between the GEF and the UNCCD, dated 28 October 2005.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this MOU with effect as indicated in paragraph 16 above.